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11 *SEOUL SEMICONDUCTOR CO., LTD. and*
12 *SEOUL VIOSYS CO., LTD.*

12 (Defense counsel listed on signature page)

13 **UNITED STATES DISTRICT COURT**
14 **CENTRAL DISTRICT OF CALIFORNIA**

16 SEOUL SEMICONDUCTOR CO.,
17 LTD., a Korean corporation, SEOUL
18 VIOSYS CO., LTD., a Korean
19 corporation,

19 Plaintiffs,

20 v.

21 BED BATH & BEYOND, INC., a New
22 Jersey corporation,

22 Defendant.

Case No. 2:18-cv-3837-SJO-SK

**STIPULATED PROTECTIVE
ORDER**

24 1. A. PURPOSES AND LIMITATIONS

25 Discovery in this action is likely to involve production of confidential,
26 proprietary, or private information for which special protection from public
27 disclosure and from use for any purpose other than prosecuting this litigation may be
28 warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter

1 the following Stipulated Protective Order. The parties acknowledge that this Order
2 does not confer blanket protections on all disclosures or responses to discovery and
3 that the protection it affords from public disclosure and use extends only to the
4 limited information or items that are entitled to confidential treatment under the
5 applicable legal principles. The parties further acknowledge, as set forth in Section
6 13.3, below, that this Stipulated Protective Order does not entitle them to file
7 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures
8 that must be followed and the standards that will be applied when a party seeks
9 permission from the court to file material under seal.

10 **B. GOOD CAUSE STATEMENT**

11 This action is likely to involve highly sensitive confidential information, trade
12 secrets, customer, supplier, and pricing lists and other valuable research,
13 development, commercial, financial, technical and/or proprietary information for
14 which special protection from public disclosure and from use for any purpose other
15 than prosecution of this action is warranted. Such confidential and proprietary
16 materials and information consist of, among other things, confidential business or
17 financial information, information regarding confidential business practices,
18 confidential and proprietary technologies, or other confidential research,
19 development, or commercial information (including information implicating privacy
20 rights of third parties), information otherwise generally unavailable to the public, or
21 which may be privileged or otherwise protected from disclosure under state or federal
22 statutes, court rules, case decisions, or common law. Accordingly, to expedite the
23 flow of information, to facilitate the prompt resolution of disputes over
24 confidentiality of discovery materials, to adequately protect information the parties
25 are entitled to keep confidential, to ensure that the parties are permitted reasonable
26 necessary uses of such material in preparation for and in the conduct of trial, to
27 address their handling at the end of the litigation, and serve the ends of justice, a
28 protective order for such information is justified in this matter. It is the intent of the

1 parties that information will not be designated as confidential for tactical reasons and
2 that nothing be so designated without a good faith belief that it has been maintained
3 in a confidential, non-public manner, and there is good cause why it should not be
4 part of the public record of this case.

5 **2. DEFINITIONS**

6 2.1 Action: *Seoul Semiconductor Co., Ltd. and Seoul Viosys Co., Ltd. v.*
7 *Bed Bath & Beyond, Inc.*, 2:18-cv-3837-SJO-SK (C.D. Cal.).

8 2.2 Challenging Party: a Party or Non-Party that challenges the designation
9 of information or items under this Order.

10 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
11 how it is generated, stored or maintained) or tangible things that qualify for
12 protection under Federal Rule of Civil Procedure 26(c), and as specified above in the
13 Good Cause Statement.

14 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
15 support staff).

16 2.5 Designating Party: a Party or Non-Party that designates information or
17 items that it produces in disclosures or in responses to discovery as
18 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
19 ONLY.”

20 2.6 Disclosure or Discovery Material: all items or information, regardless of
21 the medium or manner in which it is generated, stored, or maintained (including,
22 among other things, testimony, transcripts, and tangible things), that are produced or
23 generated in disclosures or responses to discovery in this matter.

24 2.7 Expert: a person with specialized knowledge or experience in a matter
25 pertinent to the litigation who (1) has been retained by a Party or its counsel to serve
26 as an expert witness or as a consultant in this Action, (2) is not a past or current
27 employee of a Party or a Party’s competitor, and (3) at the time of retention, is not
28 anticipated to become an employee of a Party or of a Party’s competitor.

- 1 2.8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
2 Information or Items: extremely sensitive “Confidential Information or Items,”
3 disclosure of which to another Party or Non-Party would create a substantial risk of
4 serious harm that could not be avoided by less restrictive means.
- 5 2.9 House Counsel: attorneys who are employees of a party to this Action.
6 House Counsel does not include Outside Counsel of Record or any other outside
7 counsel.
- 8 2.10 Non-Party: any natural person, partnership, corporation, association, or
9 other legal entity not named as a Party to this action.
- 10 2.11 Outside Counsel of Record: attorneys who are not employees of a party
11 to this Action but are retained to represent or advise a party to this Action and have
12 appeared in this Action on behalf of that party or are affiliated with a law firm which
13 has appeared on behalf of that party, and includes support staff.
- 14 2.12 Party: any party to this Action, including all of its officers, directors,
15 employees, consultants, retained experts, and Outside Counsel of Record (and their
16 support staffs).
- 17 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
18 Discovery Material in this Action.
- 19 2.14 Professional Vendors: persons or entities that provide litigation support
20 services (e.g., photocopying, videotaping, translating, preparing exhibits or
21 demonstrations, and organizing, storing, or retrieving data in any form or medium)
22 and their employees and subcontractors.
- 23 2.15 Protected Material: any Disclosure or Discovery Material that is
24 designated as “CONFIDENTIAL” or as “HIGHLY CONFIDENTIAL –
25 ATTORNEYS’ EYES ONLY.”
- 26 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
27 from a Producing Party.
28

1 3. SCOPE

2 The protections conferred by this Stipulation and Order cover not only
3 Protected Material (as defined above), but also (1) any information copied or
4 extracted from Protected Material; (2) all copies, excerpts, summaries, or
5 compilations of Protected Material; and (3) any testimony, conversations, or
6 presentations by Parties or their Counsel that might reveal Protected Material.
7 However, the protections conferred by this Stipulation and Order do not cover the
8 following information: (a) any information that is in the public domain at the time of
9 disclosure to a Receiving Party or becomes part of the public domain after its
10 disclosure to a Receiving Party as a result of publication not involving a violation of
11 this Order, including becoming part of the public record through trial or otherwise;
12 and (b) any information known to the Receiving Party prior to the disclosure or
13 obtained by the Receiving Party after the disclosure from a source who obtained the
14 information lawfully and under no obligation of confidentiality to the Designating
15 Party. Any use of Protected Material at trial shall be governed by the orders of the
16 trial judge. This Order does not govern the use of Protected Material at trial.

17 4. DURATION

18 Even after final disposition of this litigation, the confidentiality obligations
19 imposed by this Order shall remain in effect until a Designating Party agrees
20 otherwise in writing or a court order otherwise directs. Final disposition shall be
21 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
22 or without prejudice; and (2) final judgment herein after the completion and
23 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
24 including the time limits for filing any motions or applications for extension of time
25 pursuant to applicable law.

26 5. DESIGNATING PROTECTED MATERIAL

27 5.1 Exercise of Restraint and Care in Designating Material for Protection.

28 Each Party or Non-Party that designates information or items for protection under

1 this Order must take care to limit any such designation to specific material that
2 qualifies under the appropriate standards. The Designating Party must designate for
3 protection only those parts of material, documents, items, or oral or written
4 communications that qualify so that other portions of the material, documents, items,
5 or communications for which protection is not warranted are not swept unjustifiably
6 within the ambit of this Order.

7 Mass, indiscriminate, or routinized designations are prohibited. Designations
8 that are shown to be clearly unjustified or that have been made for an improper
9 purpose (e.g., to unnecessarily encumber the case development process or to impose
10 unnecessary expenses and burdens on other parties) may expose the Designating
11 Party to sanctions.

12 If it comes to a Designating Party's attention that information or items that it
13 designated for protection do not qualify for protection, that Designating Party must
14 promptly notify all other Parties that it is withdrawing the inapplicable designation.

15 5.2 Manner and Timing of Designations. Except as otherwise provided in
16 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
17 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
18 under this Order must be clearly so designated before the material is disclosed or
19 produced.

20 Designation in conformity with this Order requires:

21 (a) for information in documentary form (e.g., paper or electronic documents,
22 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
23 Producing Party affix at a minimum, the legend "CONFIDENTIAL" or "HIGHLY
24 CONFIDENTIAL – ATTORNEYS' EYES ONLY" (hereinafter "Confidentiality
25 Legend"), to each page that contains protected material. If only a portion or portions
26 of the material on a page qualifies for protection, the Producing Party also must
27 clearly identify the protected portion(s) (e.g., by making appropriate markings in the
28 margins) and must specify, for each portion, the level of protection being asserted.

1 A Party or Non-Party that makes original documents available for inspection
2 need not designate them for protection until after the inspecting Party has indicated
3 which documents it would like copied and produced. During the inspection and
4 before the designation, all of the material made available for inspection shall be
5 deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the
6 inspecting Party has identified the documents it wants copied and produced, the
7 Producing Party must determine which documents, or portions thereof, qualify for
8 protection under this Order. Then, before producing the specified documents, the
9 Producing Party must affix the appropriate Confidentiality Legend to each page that
10 contains Protected Material. If only a portion or portions of the material on a page
11 qualifies for protection, the Producing Party also must clearly identify the protected
12 portion(s) (e.g., by making appropriate markings in the margins) and must specify,
13 for each portion, the level of protection being asserted.

14 (b) for testimony given in depositions or in other pretrial proceedings, that the
15 Designating Party identify the Disclosure or Discovery Material on the record, before
16 the close of the deposition, hearing, or other proceeding, all protected testimony and
17 specify the level of protection being asserted. When it is impractical to identify
18 separately each portion of testimony that is entitled to protection and it appears that
19 substantial portions of the testimony may qualify for protection, the Designating
20 Party may invoke on the record (before the deposition, hearing, or other proceeding is
21 concluded) a right to have up to 21 days to identify the specific portions of the
22 testimony as to which protection is sought and to specify the level of protection being
23 asserted. Only those portions of the testimony that are appropriately designated for
24 protection within the 21 days shall be covered by the provisions of this Stipulated
25 Protective Order. Alternatively, a Designating Party may specify, at the deposition or
26 up to 21 days afterwards if that period is properly invoked, that the entire transcript
27 shall be treated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
28 ATTORNEYS’ EYES ONLY.”

1 Parties shall give the other parties notice if they reasonably expect a
2 deposition, hearing or other proceeding to include Protected Material so that the other
3 parties can ensure that only authorized individuals who have signed the
4 “Acknowledgment and Agreement to Be Bound” (Exhibit A) are present at those
5 proceedings. The use of a document as an exhibit at a deposition shall not in any way
6 affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
7 ATTORNEYS’ EYES ONLY.”

8 Transcripts containing Protected Material shall have an obvious legend on the
9 title page that the transcript contains Protected Material, and the title page shall be
10 followed by a list of all pages (including line numbers as appropriate) that have been
11 designated as Protected Material and the level of protection being asserted by the
12 Designating Party. The Designating Party shall inform the court reporter of these
13 requirements. Any transcript that is prepared before the expiration of a 21-day period
14 for designation shall be treated during that period as if it had been designated
15 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless
16 otherwise agreed. After the expiration of that period, the transcript shall be treated
17 only as actually designated.

18 (c) for information produced in some form other than documentary and for any
19 other tangible items, that the Producing Party affix in a prominent place on the
20 exterior of the container or containers in which the information is stored the legend
21 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
22 ONLY.” If only a portion or portions of the information warrants protection, the
23 Producing Party, to the extent practicable, shall identify the protected portion(s) and
24 specify the level of protection being asserted.

25 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
26 failure to designate qualified information or items does not, standing alone, waive the
27 Designating Party’s right to secure protection under this Order for such material.
28 Upon timely correction of a designation, the Receiving Party must make reasonable

1 efforts to assure that the material is treated in accordance with the provisions of this
2 Order.

3 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

4 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
5 designation of confidentiality at any time that is consistent with the Court's
6 Scheduling Order. Unless a prompt challenge to a Designating Party's
7 confidentiality designation is necessary to avoid foreseeable, substantial unfairness,
8 unnecessary economic burdens, or a significant disruption or delay of the litigation, a
9 Party does not waive its right to challenge a confidentiality designation by electing
10 not to mount a challenge promptly after the original designation is disclosed.

11 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
12 resolution process under Local Rule 37.1 et seq.

13 6.3 The burden of persuasion in any such challenge proceeding shall be on
14 the Designating Party. Frivolous challenges, and those made for an improper purpose
15 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
16 expose the Challenging Party to sanctions. Unless the Designating Party has waived
17 or withdrawn the confidentiality designation, all parties shall continue to afford the
18 material in question the level of protection to which it is entitled under the Producing
19 Party's designation until the Court rules on the challenge.

20 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

21 7.1 Basic Principles. A Receiving Party may use Protected Material that is
22 disclosed or produced by another Party or by a Non-Party in connection with this
23 Action only for prosecuting, defending, or attempting to settle this Action. Such
24 Protected Material may be disclosed only to the categories of persons and under the
25 conditions described in this Order. When the Action has been terminated, a
26 Receiving Party must comply with the provisions of section 14 below (FINAL
27 DISPOSITION).
28

1 Protected Material must be stored and maintained by a Receiving Party at a
2 location and in a secure manner that ensures that access is limited to the persons
3 authorized under this Order.

4 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
5 otherwise ordered by the court or permitted in writing by the Designating Party, a
6 Receiving Party may disclose any information or item designated
7 “CONFIDENTIAL” only to:

8 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
9 well as employees of said Outside Counsel of Record to whom it is reasonably
10 necessary to disclose the information for this Action;

11 (b) the officers, directors, and employees (including House Counsel) of the
12 Receiving Party to whom disclosure is reasonably necessary for this Action and who
13 have signed the “Acknowledgment and Agreement to Be Bound” that is attached
14 hereto as Exhibit A;

15 (c) Experts (as defined in this Order) of the Receiving Party to whom
16 disclosure is reasonably necessary for this Action and who have signed the
17 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18 (d) the court and its personnel;

19 (e) court reporters and their staff;

20 (f) professional jury or trial consultants, mock jurors, and Professional
21 Vendors to whom disclosure is reasonably necessary for this Action and who have
22 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

23 (g) the author or recipient of a document containing the information or a
24 custodian or other person who otherwise possessed or knew the information;

25 (h) during their depositions, witnesses, and attorneys for witnesses, in the
26 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
27 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will
28 not be permitted to keep any confidential information unless they sign the

1 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
2 agreed by the Designating Party or ordered by the court. Pages of transcribed
3 deposition testimony or exhibits to depositions that reveal Protected Material must be
4 separately bound by the court reporter and may not be disclosed to anyone except as
5 permitted under this Stipulated Protective Order; and

6 (i) any mediator or settlement officer, and their supporting personnel,
7 mutually agreed upon by any of the parties engaged in settlement discussions.

8 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
9 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in
10 writing by the Designating Party, a Receiving Party may disclose any information or
11 item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only
12 to:

13 (a) the Receiving Party’s Outside Counsel of Record in this action, as
14 well as employees of said Outside Counsel of Record to whom it is reasonably
15 necessary to disclose the information for this litigation;

16 (b) Experts of the Receiving Party (1) to whom disclosure is reasonably
17 necessary for this litigation, (2) who have signed the “Acknowledgment and
18 Agreement to Be Bound” (Exhibit A), and (3) as to whom the procedures set forth in
19 paragraph 7.4(a)(2), below, have been followed;

20 (c) the court and its personnel;

21 (d) court reporters and their staff,

22 (e) professional jury or trial consultants, and Professional Vendors to
23 whom disclosure is reasonably necessary for this litigation and who have signed the
24 “Acknowledgment and Agreement to Be Bound” (Exhibit A); and

25 (f) the author or recipient of a document containing the information or a
26 custodian or other person who otherwise possessed or knew the information.

27 7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY
28 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items to Experts.

1 (a) Unless otherwise ordered by the court or agreed to in writing by the
2 Designating Party, a Party that seeks to disclose to an Expert (as defined in this
3 Order) any information or item that has been designated “HIGHLY
4 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” pursuant to paragraph 7.3(c) first
5 must make a written request to the Designating Party that (1) identifies the general
6 categories of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
7 information that the Receiving Party seeks permission to disclose to the Expert, (2)
8 sets forth the full name of the Expert and the city and state of his or her primary
9 residence, (3) attaches a copy of the Expert’s current resume, (4) identifies the
10 Expert’s current employer(s), (5) identifies each person or entity from whom the
11 Expert has received compensation or funding for work in his or her areas of expertise
12 or to whom the expert has provided professional services, including in connection
13 with a litigation, at any time during the preceding five years,¹ and (6) identifies (by
14 name and number of the case, filing date, and location of court) any litigation in
15 connection with which the Expert has offered expert testimony, including through a
16 declaration, report, or testimony at a deposition or trial, during the preceding five
17 years.

18 (b) A Party that makes a request and provides the information specified
19 in the preceding respective paragraphs may disclose the subject Protected Material to
20 the Expert unless, within 14 days of delivering the request, the Party receives a
21 written objection from the Designating Party. Any such objection must set forth in
22 detail the grounds on which it is based.

23 (c) A Party that receives a timely written objection must meet and confer
24 with the Designating Party (through direct voice to voice dialogue) to try to resolve
25 the matter by agreement within seven days of the written objection. If no agreement

26
27 ¹ If the Expert believes any of this information is subject to a confidentiality
28 obligation to a third-party, then the Expert should provide whatever information the
Expert believes can be disclosed without violating any confidentiality agreements,
and the Party seeking to disclose to the Expert shall be available to meet and confer
with the Designating Party regarding any such engagement.

1 is reached, the Party seeking to make the disclosure to the Expert may file a motion
2 as provided in Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if
3 applicable) seeking permission from the court to do so. Any such motion must
4 describe the circumstances with specificity, set forth in detail the reasons why the
5 disclosure to the Expert is reasonably necessary, assess the risk of harm that the
6 disclosure would entail, and suggest any additional means that could be used to
7 reduce that risk. In addition, any such motion must be accompanied by a competent
8 declaration describing the parties' efforts to resolve the matter by agreement (i.e., the
9 extent and the content of the meet and confer discussions) and setting forth the
10 reasons advanced by the Designating Party for its refusal to approve the disclosure.
11 In any such proceeding, the Party opposing disclosure to the Expert shall bear the
12 burden of proving that the risk of harm that the disclosure would entail (under the
13 safeguards proposed) outweighs the Receiving Party's need to disclose the Protected
14 Material to its Expert.

15 8. PROSECUTION BAR

16 Absent written consent from the Producing Party, any individual who receives
17 access to "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" information
18 shall not be involved in the prosecution of patents or patent applications relating to
19 the subject matter of the patents asserted in this action and any patent or application
20 claiming priority to or otherwise related to the patents asserted in this action, before
21 any foreign or domestic agency, including the United States Patent and Trademark
22 Office ("the Patent Office"). For purposes of this paragraph, "prosecution" includes
23 directly or indirectly drafting, amending, advising, or otherwise affecting the scope or
24 maintenance of patent claims.² To avoid any doubt, "prosecution" as used in this
25 paragraph does not include representing a party challenging a patent before a
26 domestic or foreign agency (including, but not limited to, a reissue protest, *ex parte*
27

28 ² Prosecution includes, for example, original prosecution, reissue and reexamination proceedings.

1 reexamination or *inter partes* reexamination). This Prosecution Bar shall begin when
2 access to “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information
3 is first received by the affected individual and shall end two (2) years after final
4 termination of this action.

5 9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
6 OTHER LITIGATION

7 If a Party is served with a subpoena or a court order issued in other litigation
8 that compels disclosure of any information or items designated in this Action as
9 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
10 ONLY,” that Party must:

11 (a) promptly notify in writing the Designating Party. Such notification shall
12 include a copy of the subpoena or court order;

13 (b) promptly notify in writing the party who caused the subpoena or order to
14 issue in the other litigation that some or all of the material covered by the subpoena
15 or order is subject to this Protective Order. Such notification shall include a copy of
16 this Stipulated Protective Order; and

17 (c) cooperate with respect to all reasonable procedures sought to be pursued by
18 the Designating Party whose Protected Material may be affected.

19 If the Designating Party timely seeks a protective order, the Party served with
20 the subpoena or court order shall not produce any information designated in this
21 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
22 EYES ONLY” before a determination by the court from which the subpoena or order
23 issued, unless the Party has obtained the Designating Party’s permission. The
24 Designating Party shall bear the burden and expense of seeking protection in that
25 court of its confidential material and nothing in these provisions should be construed
26 as authorizing or encouraging a Receiving Party in this Action to disobey a lawful
27 directive from another court.
28

10. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY." Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

13. MISCELLANEOUS

13.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

13.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this

1 Stipulated Protective Order. Similarly, no Party waives any right to object on any
2 ground to use in evidence of any of the material covered by this Protective Order.

3 13.3 Filing Protected Material. Without written permission from the
4 Designating Party or a court order secured after appropriate notice to all interested
5 persons, a Party may not file in the public record in this action any Protected
6 Material. A Party that seeks to file under seal any Protected Material must comply
7 with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant
8 to a court order authorizing the sealing of the specific Protected Material at issue. If a
9 Party's request to file Protected Material under seal is denied by the court, then the
10 Receiving Party may file the information in the public record unless otherwise
11 instructed by the court.

12 14. FINAL DISPOSITION

13 After the final disposition of this Action, as defined in paragraph 4, within 60
14 days of a written request by the Designating Party, each Receiving Party must return
15 all Protected Material to the Producing Party or destroy such material. As used in
16 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
17 summaries, and any other format reproducing or capturing any of the Protected
18 Material. Whether the Protected Material is returned or destroyed, the Receiving
19 Party must submit a written certification to the Producing Party (and, if not the same
20 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
21 (by category, where appropriate) all the Protected Material that was returned or
22 destroyed and (2) affirms that the Receiving Party has not retained any copies,
23 abstracts, compilations, summaries or any other format reproducing or capturing any
24 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
25 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
26 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
27 reports, attorney work product, and consultant and expert work product, even if such
28 materials contain Protected Material. Any such archival copies that contain or

1 constitute Protected Material remain subject to this Protective Order as set forth in
2 Section 4 (DURATION).

3 15. Any violation of this Order may be punished by any and all appropriate
4 measures including, without limitation, contempt proceedings and/or monetary
5 sanctions.

6 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

7 Dated: February 8, 2019

8 /s/ Michael B. Eisenberg

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*Attorneys for Plaintiffs Seoul
Semiconductor Co., Ltd. and
Seoul Viosys Co., Ltd.*

1 Dated: February 8, 2019

/s/ *Brian D. Ledahl*

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*Attorneys for Defendant Bed Bath &
Beyond, Inc. with respect to the Feit
Electric accused products.*

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9 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

10 DATED: February 8, 2019

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13 Honorable Steve Kim
14 United States Magistrate Judge
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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of
4 _____ [print or type full address], declare under penalty of perjury
5 that I have read in its entirety and understand the Stipulated Protective Order that was
6 issued by the United States District Court for the Central District of California on
7 _____ [date] in the case of _____ *Seoul Semiconductor Co., Ltd. and Seoul*
8 *Viosys Co., Ltd. v. Bed Bath & Beyond, Inc.*, 2:18-cv-3837-SJO-SK (C.D. Cal.). I
9 agree to comply with and to be bound by all the terms of this Stipulated Protective
10 Order and I understand and acknowledge that failure to so comply could expose me to
11 sanctions and punishment in the nature of contempt. I solemnly promise that I will not
12 disclose in any manner any information or item that is subject to this Stipulated
13 Protective Order to any person or entity except in strict compliance with the provisions
14 of this Order. I further agree to submit to the jurisdiction of the United States District
15 Court for the Central District of California for the purpose of enforcing the terms of
16 this Stipulated Protective Order, even if such enforcement proceedings occur after
17 termination of this action. I hereby appoint _____ [print or
18 type full name] of _____ [print or type full
19 address and telephone number] as my California agent for service of process in
20 connection with this action or any proceedings related to enforcement of this Stipulated
21 Protective Order.

22 Date: _____

23 City and State where sworn and signed: _____

24 Printed name: _____

25 Signature: _____